



Report to the Auburn City Council

Action Item

15

Agenda Item No.

City Manager's Approval

To: Mayor and City Council Members
From: Robert Richardson, City Manager
Date: April 13, 2009
Subject: Agreement with the Auburn 49er Lions Club to provide voluntary clean-up and gardening services for the Auburn School Park Preserve

The Issue

Shall the City Council approve the Agreement with the Auburn 49er Lions Club, to provide voluntary clean-up and gardening services for the Auburn School Preserve?

Conclusions and Recommendations

Staff recommends that the City Council by **RESOLUTION** authorize the City Manager to execute an Agreement with the Auburn 49er Lions Club, to provide voluntary clean-up and gardening services for the Auburn School Park Preserve.

Background

The Auburn 49er Lions Club approached the City Council to ask if they could adopt the park and provide voluntary clean-up and gardening services to assist the City with keeping the Auburn School Park Preserve a pristine park for all to enjoy. This group led by William (Chuck) Parcher and under the supervision of the City proposes a clean-up day of at least once a month, generally the last Saturday of the month. The 49er Lions Club will oversee youth from the community who are volunteering to complete community service. The 49er Lions have offered to help maintain the park, weed, mow, plant and generally 'look' after the park. At the same time the 49er Lions hope to instill in the youth a sense of community and an affiliation of ownership for keeping this park a beautiful place for all to enjoy.

Alternatives Available to Council; Implications of Alternatives

1. Authorize the City Manager to execute the Agreement as presented.
2. Do not authorize the execution of this Agreement.

Fiscal Impact

There is no fiscal impact for the approval of this Agreement.

**EXHIBIT B
SCHEDULE OF CITY SUPPORT**

**EVENT SPONSORSHIP AGREEMENT
(City of Auburn / Auburn 49er Lions Club.)**

1. IDENTIFICATION

THIS EVENT SPONSORSHIP AGREEMENT ("Agreement") is entered into by and between the City of Auburn, a California municipal corporation ("City"), and the Auburn 49er Lions Club ("Club Members").

2. RECITALS

- 2.1 City understands that cultural, civic, and other similar events are beneficial to the residents of Auburn and the surrounding areas.
- 2.2 Club Members represents that it is fully qualified to carry out the project by virtue of its experience and the training, education, and expertise of its members and agents.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Club Members agree as follows:

3. TERM

The term of this Agreement shall commence at 12:00 a.m. on March 10th, 2009 and shall expire at 11:59 p.m. on March 9th, 2011 unless extended by written agreement of the parties or terminated earlier as provided below.

4. CLUB MEMBERS'S SERVICES

Club Members shall implement the project substantially as described in the Project Description, attached hereto as Exhibit A. The City's obligation to provide any funding or supplies under this Agreement is conditioned upon Club Members implementation of the project substantially as described in the Project Description, which may be amended only with the City's written consent.

5. CITY SUPPORT

City shall pay provide supplies as required to complete the project as described in the Project Description.

6. REPORTS

Club Members shall submit to the City Manager reports on the progress, planning, and status of the project promptly upon request.

7. RELATIONSHIP OF PARTIES

Club Members are, and shall at all times remain as to City, a wholly independent Group. Club Members shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Club Members or any of Club Members, except as set forth in this Agreement. Club Members shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

8. CITY'S NON -RESPONSIBILITY

The City shall have no responsibility or liability for any harm that may come to any person or property as a result of the completion of this project as set forth in this Agreement.

9. NOTICES

Any notices, or reports required by this Agreement shall be sent to:

If to City

City of Auburn
125 Lincoln Way, Room 9
Auburn, CA 95603-5004
Attn: City Manager
Telephone: (530) 823-4211x192
Facsimile: (530) 823-4216

If to Club Members:

Auburn 49er Lions Club
Office

With courtesy copy to:

Michael G. Colantuono
Auburn City Attorney
Colantuono & Levin, PC
11406 Pleasant Valley Road
Penn Valley, CA 95946-9024
Telephone: (530) 432-7359
Facsimile: (530) 432-7356

10. TERMINATION

- 10.1 City may terminate this Agreement for any reason on five calendar days' written notice to Club Members. Club Members may terminate this Agreement for any reason on sixty calendar days' written notice to City. Club Members agrees to cease all work under this Agreement on or before the effective date of any notice of termination.
- 10.2 If City terminates this Agreement due to no fault or failure of performance by Club Members, then Club Members shall be paid based on costs actually incurred by Club Members in good faith reliance on the City's approval of this Agreement.

11. GENERAL PROVISIONS

- 11.1 Club Members shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent.
- 11.2 In the performance of this Agreement, Club Members shall not discriminate against any event participant, volunteer, vendor, employee, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or on any other unlawful basis.
- 11.3 This instrument constitutes the entire Agreement between City and Club Members with respect to the City's sponsorship of the event described in Exhibit A. No other prior oral or written agreements are binding upon the parties. Amendments to this Agreement shall be effective only if made in writing and executed on behalf of both the City and Club Members.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Auburn

"Club Members"
Auburn 49er Lions Club

By _____
Alice Dowdin, Mayor

By: _____
Name, Level of Officer e.g., Vice President

Date: _____

Date: _____

By: _____

Date: _____

Attest:

By _____
Anne Cooley,
Deputy City Clerk

Date: _____

Approved as to form:

By _____
Michael G. Colantuono, City Attorney

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RESOLUTION NO. 09-

RESOLUTION authorizing the City Manager to execute an Agreement with the Auburn 49er Lions Club, to provide voluntary clean-up and gardening services for the Auburn School Park Preserve.

THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:
The City Council of the City of Auburn by RESOLUTION authorize the City Manager to execute an Agreement with the Auburn 49er Lions Club, to provide voluntary clean-up and gardening services for the Auburn School Park Preserve.

The 49er Lions Club will oversee youth from the community who are volunteering to complete community service. The 49er Lions have offered to help maintain the park, weed, mow, plant and generally 'look' after the park. At the same time the 49er Lions hope to instill in the youth a sense of community and an affiliation of ownership for keeping this park a beautiful place for all to enjoy.

DATED: April 13, 2009

Mike Holmes, Mayor

ATTEST:

Joseph G. R. Labrie, City Clerk

I, Joseph Labrie, City Clerk of the City of Auburn, hereby certify that the

1 foregoing resolution was duly passed at a regular meeting of the City Council
2 of the City of Auburn held on the 13th day of April 2009 by the following vote
3 on roll call:

4 Ayes:

5 Noes:

6 Absent:

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8 Joseph G. R. Labrie, City Clerk

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